

AG Contract No.KR94 2262TRN
ECS File: JPA 94-154
Project: 999 SW 000 H 3082 02C
Section: Jerome, Clarkdale,
Cottonwood Historic Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF COTTONWOOD

THIS AGREEMENT is entered into 5 January, 1994, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ARIZONA and the TOWN OF COTTONWOOD, acting by and through its Mayor and Town Council, (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. Pursuant to Arizona Revised Statutes Section 41-513 and 41-514, the Town Road (Main Street) from the Town limits to the intersection with State Route 89A, (a distance of approximately 3 miles), will be designated as "Jerome, Clarkdale, Cottonwood Historic Road."

4. This agreement is to set forth the parties' responsibilities relative to installation and maintenance of roadway signs identifying the Jerome, Clarkdale, Cottonwood Historic Road.

019358
Secretary of State

95 Jan. 5
2:10 pm

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will provide Historic Road signs for the Town road.

a. Historic Road designation signing will be limited to one entrance sign at the the east end of the designated route, two route marker signs at approximately two-mile intervals visible from both directions, and one ending sign located opposite the entrance sign.

b. The Town will install the Historic Road signs at locations approved by both the County and State.

c. The Town will bear all costs associated with installing the signs.

2. The Town will maintain the Historic Road signs as they are designed and approved by the State and will not make any changes, additions, or deletions without prior written approval by the State.

3. The Town will continue to maintain the roadway in a suitable manner in order to protect the historic and aesthetic integrity of the road; provided, however, that the Town may develop construction and maintenance procedures as it deems necessary to reasonable provide for the safety and service of the traveling public.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said signs.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Cottonwood
Town Manager
827 N. Main Street
Cottonwood, AZ 86326

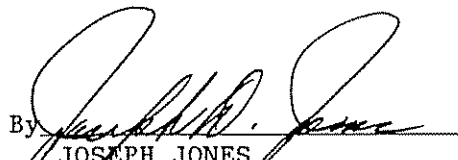
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

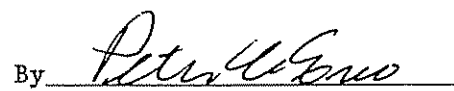
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF COTTONWOOD

STATE OF ARIZONA

Department of Transportation

By 
JOSEPH JONES
Mayor

By 
PETER L. ENO
Contract Administrator

ATTEST

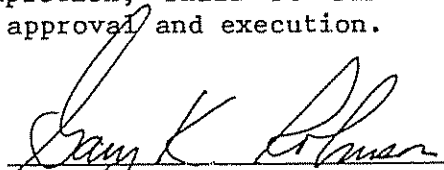
By 
MARIANNE JIMENEZ RISTNER
Town Clerk

RESOLUTION

BE IT RESOLVED on this 8th day of September 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Cottonwood for the purpose of defining responsibilities for the installation and maintenance of historic route (PHSRAC) signs in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

for:


LARRY S. BONINE
Director

RESOLUTION NUMBER 1487

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, ENTERING INTO AN AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, TO PROVIDE ROADWAY SIGNS IDENTIFYING THE JEROME, CLARKDALE, AND COTTONWOOD HISTORIC ROAD.

WHEREAS, the towns of Jerome and Clarkdale and the city of Cottonwood have requested Historic Road designation signing; and

WHEREAS, pursuant to Arizona Revised Statutes Section 41-513 and 41-514, Main Street from the city limits to the intersection with State Route 89A, (a distance of approximately 3 miles), will be designated as "Jerome, Clarkdale, Cottonwood Historic Road."

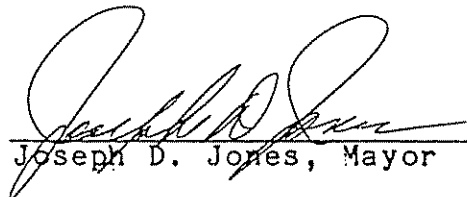
WHEREAS, the State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and;

WHEREAS, the City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement.

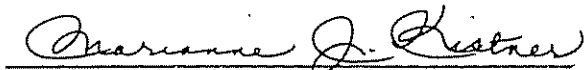
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, the Intergovernmental Agreement with the State of Arizona to provide Historic Road signing is hereby adopted.

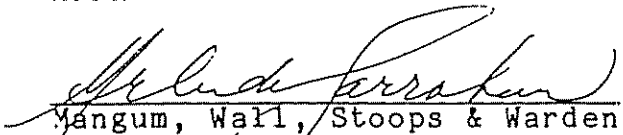
PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 15TH DAY OF NOVEMBER, 1994.


Joseph D. Jones, Mayor

ATTEST:


Marianne Jimenez Kistner
City Clerk

APPROVED AS TO FORM & CONTENT:

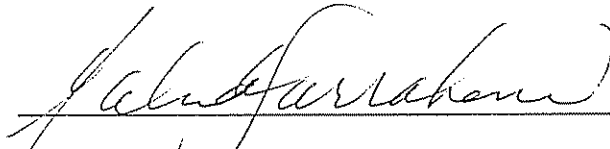

Mangum, Wall, Stoops & Warden
Attorneys at Law

JPA 94-154

APPROVAL OF THE COTTONWOOD TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF COTTONWOOD and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 14th day of November, 1994.



Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-2262-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 23rd day of December, 1994.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ggt
8661G/